



**GLADWIN COUNTY
DISTRICT BOARD OF COMMISSIONERS**

401 West Cedar Avenue
Gladwin, Michigan 48624
(989) 426-4821

commissioners@gladwincounty-mi.gov

COMMITTEE OF THE WHOLE

December 14, 2021 9:00 a.m.

Agenda and supporting attachments are subject to change.

1. Public Comments:

2. City Administrator's Report:

3. County Affairs:

1. Wave Building Department Fee of \$468 for construction of pavilion for Buckeye Trailhead
2. Reappointment of Bob Balzer to EMCOG – *BOC Chairperson, Karen L. Moore*
3. Reappoint Milton G. Alward for two-year term on Construction Codes Board of Appeals
4. Discuss C.O.W./Board meeting schedule including NOT meeting on 12/28/2021, along with discussion of Board rules for 2022 and setting the 2022 schedule to have Board meetings on the second and fourth Tuesdays of each month and C.O.W.'s "as needed". – *BOC Chairperson, Karen L. Moore*
5. Approve County Administrator to attend MMRMA workshop on 2/24/2022. No cost for workshop, will be cost for mileage to and from workshop site (925 S. Creyts Road, Lansing, MI 48917 – approximately 117 miles one way-total mileage reimbursement estimate of \$131.04). Payable from line 101-101-860-000 *Mark Justin, County Administrator*
6. Discussion/Approval of Independent Contractor Agreement between Gladwin County and East Michigan Council of Governments (EMCOG)

4. County Facilities and Transportation:

5. Data:

6. 511 Council:

7. Gladwin Parks and Recreation:

8. Insurance:

9. Memorial Restoration:

10. MERs:

11. Public Safety:

12. Personnel:

13. Finance:

1. Accelerated approval of ARPA funds for Gladwin County to purchase 12 new AED's to replace obsolete/non-working units. Total cost of approximately \$14,000 to be funded via ARPA monies transferred from 101-000-699-281 to General Fund line 101-351-758.000 – *Corrections Sergeant Carl Gruzhit*
2. Approval invoice from City of Gladwin in the amount of \$3,485 for the County's share of the tree removal necessitated at the Airport. Pay from line
3. Approval of 70 hours of unused vacation time for Stacey DeMoines. \$1,705.55 from line 101-253-705.000
4. Approval of \$2,804 for 6 Stop Sticks. Cost is \$455 per set plus \$74 shipping. Pay from line 101-301-705.000 – *Undersheriff Raymond Hartwell*
5. Approval of \$7,168.43 for 3 Tasers, training cartridges, and batteries for one year. Ongoing cost to support these Tasers is \$3,933.01/year for 5 years. Pay from line 101-301-705.000 - *Undersheriff Raymond Hartwell*

14. Report from Civil Attorney:

1. Review/approval of vehicle use policy
2. Approve Chairperson Moore to sign Opioid Settlement documents
3. Update on Union negotiations
4. Quit Claim Deeds from FLTF

Melanie Thume

From: Mark Justin
Sent: Friday, November 19, 2021 11:54 AM
To: Melanie Thume
Subject: FW: Gladwin County Trails Recreation Authority

Mark Justin

Gladwin County Administrator
401 W. Cedar
Gladwin, MI 48624
(989) 426-4821



From: Mike Ridley <mridley54@gmail.com>
Sent: Wednesday, November 17, 2021 11:11 AM
To: Mark Justin <mjustin@gladwincounty-mi.gov>
Subject: Gladwin County Trails Recreation Authority

Mark

Please make payment to the Building Dept. in the amount of \$468.00 for the building permit for the pavilion at the Buckeye Trail. The payment would come from the special account set up for and funded by the Trail Authority.

Thank you.
Mike Ridley
Chairman
Gladwin County Trails
Recreation Authority

*Can be waived by
the Commis*

Mark Justin

From: Karen L. Moore
Sent: Wednesday, December 1, 2021 10:31 AM
To: Sue Fortune
Cc: Mark Justin
Subject: Re: 2022 Gladwin County appointments to the EMCOG group

We will absolutely be reappointing Bob (I talked with him this morning too). I've copied our County Administrator to make sure we take the appropriate action.

Mark - If we need to take action at a board meeting, please schedule. Losing Bob in this role would be detrimental to the team and to Gladwin County.

Thanks!
Karen

From: Sue Fortune <sfortune@emcog.org>
Sent: Wednesday, December 1, 2021 10:26:04 AM
To: Karen L. Moore
Subject: 2022 Gladwin County appointments to the EMCOG group

Good morning ma'am,

I wanted to reach out to you regarding Gladwin's 2022 appointments to the Council because I presume Bob Balzer will no longer be the Gladwin County EDC director and because I often send out little notes regarding appointments about this time of the year.

First - all appointments to EMCOG are the sole prerogative of the individual participating member. Gladwin County is entitled - per the Bylaws - to two (2) representatives as are the other participating members. Most Counties like to have at least one elected official as part of that compliment. The 2nd appointment can be a citizen at large, an economic development representative, an industry representative, or another elected official. 'Tis up to you. All members are also allowed to have 2 alternates in case their regular representative cannot make a meeting.

In Gladwin County's case, your EDC Director (Bob Balzer) has been the 2nd representative to the Council (along with yourself). He is also one of our current Officers. His position as 2nd Vice Chair automatically ensures (once again per the Bylaws) that he is Chair of the Regional Economic Development (RED) Team. Because he is leaving his position as EDC Director and taking a position with Consumers Energy, the County will need to decide how it wishes to proceed. Bill Mrdeza, our Chair, spoke with him at length yesterday and he (Bob) said he would be supportive of whatever the County wished to do as it is solely their prerogative. He did indicate a desire to remain active with the Council (should that be the County's decision) and definitely the RED Team. He told Bill that Consumers Energy is solidly supporting this type of outreach by their employees and I like that very much.

Running concurrent with this is our 2022 election of Officers which occurs at our January Organizational meeting (tentatively scheduled for the 14th). If Bob should not be reappointed by Gladwin County, we will select a new 2nd Vice Chair as part of electing the 2022 slate. As an aside,

he has been a terrific representative to the Council as well as Chair of the RED Team. If he is reappointed by the County, we anticipate the slate of officers to remain the same.

I hope you have a wonderful holiday season and I apologize if there are any typos in this note.....my dog has repeatedly attempted to plop her enormous head onto this keyboard.....one of the perils of trying to work from home for the day.

Thank you, Karen.

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Sincerely,



Sue Fortune
Executive Director
East Michigan Council of Governments
3144 Davenport Avenue, Suite 200
Saginaw, MI 48602
989-797-0800 - Phone
989-797-0896 - Fax
sfortune@emcog.org

Be sure to visit us at our website: www.emcog.org

"What wisdom can you find that is greater than kindness?"

Mark Justin

From: Kim Donn
Sent: Wednesday, December 1, 2021 3:46 PM
To: Mark Justin
Subject: BOARD OF APPEALS MEMBERS
Attachments: BOARD OF APPEALS MEMBERS.pdf

Milton G. Alward needs to be reappointed for 2 years. The attached reflects that change. His term expires 12-31-2021.
Thanks Kim P.S. Gayle or Laura should have a file with form letter.

**GLADWIN COUNTY CONSTRUCTION CODES
ENFORCEMENT DEPARTMENT
COUNTY ANNEX BUILDING
555 WEST CEDAR AVENUE SUITE C
GLADWIN, MICHIGAN 48624
Phone (989) 426-5931 FAX (989) 426-6919**

CONSTRUCTION CODES BOARD OF APPEALS MEMBER APPOINTMENTS
(2 year terms per state statute MCL25.1514)

<u>Member Name & Address & Tel #</u>	<u>Qualifications/License #</u>	<u>Date Appointed/Reappointed</u>	<u>2-Year Term Expiration Date</u>
Milton G. Alward Jr. 513 S. Antler St Gladwin MI 48624 (989) 426-9649	Master Electrical Lic. # 6203402	12/31/2019	12/31/2023
Donald J. Kehoe P.O. Box 638 Gladwin MI 48624 (989) 426-0664	Real Estate Agent	12/31/2020	12/31/2022
Gregory Uhl 114 Saginaw St. Beaverton MI 48612 (989) 435-2412	Residential Builder Lic. # 2102181354	12/31/2020	12/31/2022
Rusty Edick 2890 Shell Rd. Gladwin MI 48624 (989) 233-9647	Residential Builder Lic. #2101211612	12/31/2020	12/31/2022

Rick Grove
4726 Calhoun Rd.
Beaverton MI 48612

Board of Commissioners

12/31/2020

12/31/2022

RULES OF THE GLADWIN COUNTY BOARD OF COMMISSIONERS

Adopted: January , 2022

I

BOARD MEETINGS – TIME AND PLACE

- A. Regular, Adjourned Regular, and Committee of the Whole Meetings.** The Board shall convene for the purpose of holding meetings in the Commissioners Chambers, 401 West Cedar Avenue, Gladwin, Michigan, provided proper notice is given to the public pursuant to the Open Meetings Act, 1976 PA 267, as amended, on the second and fourth Tuesday of each month, which meetings shall convene at 9:00 o'clock in the morning, except as otherwise provided in these Rules. ~~For the purpose of the schedule listed below, the Committee of the Whole workshop will be held at 9:00 a.m. with the Regular Session Board meeting to be called to order at 9:30 a.m. or at the conclusion of the Committee of the Whole meeting; whichever comes later.~~

January 11, 2022

January 25, 2022

February 8, 2022

February 22, 2022

March 8, 2022

March 22 202

April 12 2022 – Statutory Equalization Meeting (MCLA 209.5) to be held the first Tuesday after the second Monday in April.

April 26, 2022

May 10, 2022

May 24, 2022

June 14, 2022

June 28, 2022

July 12, 2022

July 26, 2022

August 9, 2022

August 23, 2022

September 13, 2021

September 27, 2022

(Note: By statute, a Statutory Annual Meeting must be held each year after September 14, but before October 16.

October 11, 2022

October 25, 2022

November 8, 2022

November 22, 2022

December 13, 2022

December 27, 2022

The first and second meetings of the month shall be considered regular meetings of the Gladwin County Board of Commissioners. Any other meetings not listed above shall be special meetings or adjourned sessions of the regular meetings, depending upon the means and methods used in calling said meeting. Unless the Board otherwise provides, the motion to "adjourn" any meeting of this Board, whether special or regular, shall mean to adjourn to the next succeeding regularly scheduled meeting date on the list above cited.

In the event of a natural or man-made force majeure the Board Chair (or Vice Chair in the absence of the Chair) after consultation with the County Administrator, and/or County Clerk, may cancel or postpone a scheduled meeting. The County Commission shall act to amend its schedule of meetings to reflect any cancellation or postponement of a meeting and the reasons therefore at its next regular meeting.

B. When Electronic Meetings May Be Held. The County Commission may meet and conduct any of its meetings, in whole or in part, by electronic means using telephonic conferencing or video conferencing technology without regard to physical place and physical presence requirements in accordance with Section 8a of the Open Meetings Act, MCL 15-263a.

~~Beginning January 1, 2021 through December 31, 2021 A County Commissioner meetings may be held in whole or in part by electronic means using telephonic conferencing or video conferencing technology due to circumstances requiring accommodation of any County Commissioner absent because of military duty, a medical condition, or when a declared statewide or local state of emergency or state of disaster exists and the personal health or safety of members of the public or public body would be at risk if the meeting were held in person. As used in these Rules, the term "medical condition" means an illness, injury, disability, or other health-related condition, including the quarantine or isolation of a County Commission member to minimize the spread of a contagious disease.~~

Beginning January 1, 2022 members of the County Commission may participate by electronic means in County Commission meetings only to accommodate their absence due to military duty.

Electronic Meeting Requirements, Generally. An electronically-held meeting of the County Commission will be conducted in a manner that permits two-way communication so that members of the Commission can hear and be heard by one another, and so that public participants can hear members of the County Commission and be heard by both the Commission and other public participants during the Public Comment period. The County may use technology to facilitate typed public comments submitted by members of the public participating in the electronically-held meeting that shall be read to or shared with members of the County Commission and other participants.

As permitted by the Open Meetings Act, a physical place is not required for an electronically-held meeting. Members of the County Commission and members of the public participating electronically in a meeting that occurs in a physical place are considered present and in attendance at the meeting for all purposes. For a meeting at which County Commission members are physically absent due to military duty or a medical condition and who are being accommodated by remote participation, all other County Commission members must be physically present at the meeting to be able to participate.

In addition to any other notice required by the Open Meetings Act, advanced notice of an electronically-held meeting shall be posted on a portion of the County's website that is fully accessible to the public. The public notice must be included on either the home page or a separate webpage dedicated to public notices for non-regularly-scheduled or electronically-held public meetings that is accessible through a prominent and conspicuous link on the County's website home page that clearly describes its purpose for public notification of non-regularly-scheduled or electronically-held public meetings. Any scheduled meeting of the County Commission may be held as an electronic meeting as permitted by the Open Meetings Act if a notice consistent with this Rule is posted at least 18 hours before the meeting begins. Any notice of the meeting of the County Commission held electronically must clearly contain all of the following:

- (a) Why the County Commission is meeting electronically;
- (b) How members of the public may participate in the meeting electronically (if a telephone number, internet address or both are required to participate, that information must be provided in the notice);
- (c) How members of the public may contact members of the County Commission to provide input or ask questions on any business that will come before the Commission at the meeting; and
- (d) How persons with disabilities may participate in the meeting;

If an agenda exists for an electronically held meeting of the County Commission the County shall, on a portion of its website that is fully accessible to the public make the agenda of the meeting available to the public at least 2 hours before the meeting begins. This publication of the meeting agenda does not prohibit subsequent amendment of the agenda at the meeting.

A member of the general public is not required to register or otherwise provide his or her name or other information or otherwise fulfill a condition precedent to attend an electronically held meeting, other than mechanisms established and required by the County necessary to permit the individual to participate in a public comment period of the meeting.

Members of the general public otherwise participating in an electronically held meeting of the County Commission are excluded from participation in a closed session of the County Commission that is held electronically provided that the closed session is convened and held in compliance with the requirements of the Open Meetings Act applicable to closed sessions.

D. Commissioner Attendance by Electronic Means. A member of the County Commission who anticipates their absence from a Commission meeting due to the circumstances set forth in the Open Meetings Act and these Rules may request accommodation of their absence to permit their remote participation in and voting on Commission business by two-way telephonic or video conferencing communication. A County Commission member who desires to attend a meeting by telephonic or video conferencing shall inform the County Manager, or the designee of the County Manager, at least 24 hours before the meeting so as to permit any necessary technology to be put in place to accommodate participation of the absent member. County Commission members attending a meeting by telephonic or video conferencing may fully participate in the meeting, including voting and attendance in any closed session of the County Commission. A Commission member participating by telephonic or video conferencing is not permitted to chair the meeting unless all Commission members are participating by telephonic or video conferencing.

Any member of the County Commission attending a meeting remotely must publicly announce at the outset of the meeting (which shall be included in meeting minutes) that the member is in fact attending the meeting remotely. If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must identify the member's physical location by stating the County, township, village, or county and the State from which he or she is attending the meeting remotely.

E. Special Meetings. The Board shall convene for the purpose of holding special meetings only upon the written request of at least one-third (1/3) of the Commissioners, to the County Clerk, specifying the time, date, place and

purpose of such meetings. When a special meeting is called by written request, as provided above, the County Clerk shall immediately give written notice thereof to each Commissioner within 48 hours in one of the manners provided as follows:

- via e-mail sent by the Clerk to the e-mail address provided by each Commissioner.
- ~~via a confirmed facsimile transmission to the Commissioner's residence;~~
- via personal delivery of the notice of the special meeting to the Commissioner;
- via leaving the notice of the special meeting at the residence of the Commissioner.

The County Clerk shall post at least 18 hours before the meeting a public notice, as required by 1976 PA 267.

- F. **Meetings on Legal Holidays and Election Dates.** Any regular or adjourned meetings of the Board which fall on a legal holiday shall automatically be set over to the next working day following, which is not a legal holiday, at the same time and place indicated for the original meeting. The same practice would be ~~following~~ followed in the event a regular Board meeting falls on an Election Day.

II

CHAIRPERSON

- A. **Election.** At the first meeting in each calendar year, the Board shall elect, from among its members, a chair person and a vice-chairperson, who shall take office and assume their respective duties immediately upon their election; provided that, at the first meeting of each newly elected Board, the first order of business shall be the administration of the constitutional Oath of Office by the County Clerk to the members-elect, if this has not previously been accomplished. The concurrence of a majority of all members of the Board shall be necessary for election. Said officers shall hold their respective offices for a term of one (1) years, or until their successors are duly elected and qualified, as set forth above.
- B. **Duties.** The chairperson (and during his/her absence, the vice-chairperson) shall preside at all meetings of the Board and shall decide all questions of order, subject to appeal to the Board. The chairperson shall arbitrate all jurisdictional disputes between committees, and act as a representative of the Board of Commissioners for the County Departments, subject to these Rules and subject to appeal to the Board. The Chairman will report back at each meeting any

dealings with said departments via written report to be delivered in bi-weekly Board Report Folder as needed.

C. **Succession.** The chain of succession to the chairpersonship shall be:

1. Chairperson
2. Vice-Chairperson
3. County Clerk

III

CLERK OF THE BOARD/OPEN MEETINGS ACT

- A. **Official Clerk and Duties.** The duly elected Clerk of Gladwin County shall be the clerk of the Board. He/She or his/her duly appointed deputy shall perform all duties pertaining to such office, as required by law.
- B. **Open Meeting Act Posting.** The County Clerk shall perform all posting functions required by the Open Meetings Act, 1976 PA 267.

IV

COMMITTEES

- A. **Standing Committees.** The Gladwin County Board of Commissioners has established the following standing committees. Board members will be paid only for the committees they have been appointed to. Meetings attended out of interest or invitation do not warrant payment, unless authorized by the Board. A full listing of all committee appointments for 2022 have been attached to this set of rules.

Standing Committees

Agriculture & Library

County Affairs

County Facilities & Transportation

Duties/Department Oversight

This committee exists to foster the Relationship between the County of Gladwin and the Michigan State University Extension and to update on any Library topics.

County Affairs, Judiciary (Courts/all branches)

Buildings & Grounds, Roads & Bridges, County Drains, & County Transit

Data Management	Internal Data Processing/Computer Hardware & Software Programs, Internal Telephone Networks, Cell Phones, Internet & GPS.
Finance	Budget, Finance, Ways & Means, Salaries & Taxation.
Personnel	Personnel, Federal Compliance and Union Negotiations.
Insurance & Public Health	Insurance, Health & Welfare, Sports Complex
Public Safety	Sheriff & Jail, Emergency Management, Ambulance, & Facility Safety, Environmental concerns to County and County properties.
Footing Tax Rolls	The entire Board of Commissioners shall comprise this Committee (a meeting of the whole).

B. **General Duties of Standing Committees.** The standing committees shall have and perform the following duties:

1. Each standing committee shall in the first instance review all appropriation requests most directly related to its own functions before such appropriation requests are referred to the Budget & Finance Committee and make recommendations concerning the same to the Budget & Finance Committee and/or the Board.
2. Each standing committee shall report to the Board upon all matters referred to the committee by the Board, except such matters as are expressly referred to the committee for STUDY ONLY.
3. Each standing committee shall act as liaison between the Board and the various county offices, boards, and agencies respecting matters under the jurisdiction of the committee as prescribed by these Rules, except as the Board otherwise directs.
4. Each standing committee shall be comprised of no more than two County Commissioners, except for a special committee meeting of the whole, Department Heads and/or staff employees as required.
5. Each standing committee shall have and perform such other duties as the Board, from time to time, may require.
6. Board members are eligible to receive per diem payment for those scheduled committee meetings for which they have been appointed to represent.

C. **Special Committees.** There shall be, in addition to the standing committees, such other special committees as the Chairperson, from time to time, may appoint and establish subject to approval by the Board. ~~The membership of all~~

~~such special committees shall automatically be vacated upon the succession to office of a new Chairperson to the Board.~~

- D. **Open Meetings Act.** The Board will comply with the Open Meetings Act, PA 267 of 1976, and take care that all their deliberations and decisions are made in conformity with the Act.

V

CONDUCT OF BOARD MEETINGS

- A. **Quorum.** A majority of the members of the County Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the County, and questions which arise at meetings shall be determined by the votes of the majority of the members present, except upon the final passage or adoption of a measure or resolution, or the allowance of a claim against the county, in which case a majority of the members elected and serving shall be necessary.
- ~~1. In the event that a Commissioner has been previously excused by the Chairman from a meeting due to a planned event or vacation; said Commissioner shall be able to exercise his or her right to participate in the Board meeting by electronic communication. Board members who choose to exercise this option, will be allowed to participate by electronic communication for two Board meetings per year, or additional meetings, as ordered by the Chairman under extraordinary circumstances. These options shall include, but not limited to, the following: facetime any virtual platform as designated for public use or telephone.~~
 - ~~2. The above option does not allow the excused Board Member to vote by paper, or written agenda, prior to the meeting.~~
 - ~~3. The Board Member shall make themselves available at the time and date of each public Board meeting by electronic communication for their vote on an issue to be considered and to allow their communication on other topics during the meeting.~~
 - ~~4. Board Members whom exercise this option will be eligible for per diem pay for the Board meeting in which they attended.~~
 - ~~5. This applies to the Board Meetings that have been scheduled on the 2nd and 4th Tuesdays of the month only, (Article 1A) and will not be allowed for committee meetings or standing committee meetings. all Board meetings and committee meetings for which the Board Member has been assigned.~~
 - ~~6. This form of participation will apply to Special Board meetings that have been called under Article 1B of these Board Rules.~~

B. **Order of Business and Agenda** The Order of Business shall be as follows:

1. **Committee of the Whole Agenda:**

- i. Public Comments
- ii. County Administrator's Report
- iii. County Affairs
- iv. County Facilities and Transportation
- v. DATA
- vi. 511 Council
- vii. Gladwin Parks and Recreation
- viii. Insurance
- ix. Memorial Restoration
- x. MERS
- xi. Public Safety
- xii. Personnel
- xiii. Finance
- xiv. Report from Civil Attorney

2. **Consent Agenda:** An item on the Consent Agenda may be moved to the Regular Agenda for individual discussion and action at the request of any Commissioner.

- i. Call to Order/Chair
- ii. Pledge of Allegiance
- iii. Roll Call
- iv. Corrections or Additions to the Consent Agenda
- v. Reading of the Cash Balances
- vi. Approval of the Board Minutes

~~vii. Public Comments~~

viii. Communications

ix. Finance Reports / Claims and Accounts General Fund

x. Committee Meetings

xi. Miscellaneous

xii. New Business

xiii. Chairman Comments

xiv. Board Member Comments / Reports

xv. Administration Reports

xvi. Public Comments

xvii. Receive & File – All written letters, or considered correspondence, must include a signature and return address before the Board will accept it under this section.

xviii. Adjournment

- b. Specific Agenda Priorities. All matters shall be placed upon the agenda of the Board within a specific section, as listed immediately above.

~~c. The order of business outlined in this paragraph is not applicable when electronic means is used to accommodate the absence of individual County Commission members due to military duty or a medical condition, and may be varied by the Commission to expedite County Business.~~

- d. Agenda Deadline. All information to be placed on the Board's agenda must be received not less than 18 hours preceding the scheduled Board meeting; otherwise, such submittals shall not appear on the printed agenda. However, an item may be added to the agenda at any meeting prior to the closing of the agenda and shall be considered at such meeting or referred to committee, whichever action seems appropriate, unless upon objection of any member of the Board and by majority vote of the Board that the Board refuses to consider said matter. An agenda for each meeting shall be prepared and such agenda shall be available in a timely manner, calculated to be received by each member of the Board prior to such

meeting. The agenda shall also be available to the public and news media on the day of the meeting, or earlier at the specific request of the Board. No committee report or individual resolutions, other than reports on routine claims, shall ordinarily be considered unless a copy thereof has been given to each commissioner with the agenda or otherwise delivered to each commissioner not later than the starting time of the meeting. Late items shall be distributed to all commissioners at the beginning of the Board meeting and shall be announced by title and added to the agenda with appropriate agenda numbers. A five (5) minute recess shall be granted at the request of any commissioner prior to the consideration of late items. Late individual and committee reports shall not be considered unless an explanation is given as to why immediate action is necessary and a motion is made and carried to allow immediate consideration of the report.

3. **Rights and Duties of Members.**

- a. **Speaking Priorities.** The sponsor of any properly moved and seconded motion, resolution, ordinance, or report, shall have the right to speak for up to five (5) minutes after the formal introduction, but prior to any discussion of the matter on the floor. In any case, where there may be more than one sponsor to a motion, resolution, ordinance or report, it shall be the discretion of the chairperson which person shall exercise the right given by this Rule to first speak on the pending matter. Each commissioner shall be limited to speak for a five (5) minute time limit per recognition by the chairperson. Before speaking, each member shall address himself/herself to the chairperson. If two or more members desire to speak at the same time, the chairperson shall designate the order in which they shall speak. No member shall speak more than twice on the same question, except upon special permission by the chairperson; provided, however, that the chairperson of a committee shall not be restricted in his/her right to discuss matters upon which he/she is reporting his/her committee's activities and recommendations. No member, while addressing the Board, shall be interrupted, except to be called to order; and thereupon, he/she shall immediately cease talking. Every commissioner shall vote on all questions unless excused by the chairperson. The chairperson shall vote on all questions unless excused by the Board.
- b. **Leaving Seat, Interruptions.** While the chairperson is putting any question or while the roll is being called by the clerk, no member shall leave his/her seat or entertain private discourse. When a member is speaking, he/she shall not be unduly interrupted.

- c. Leaving the Meeting. No member shall leave a meeting prior to adjournment, unless first excused by the chairperson. The clerk shall record in the official journal of meetings the time and point in the proceedings at which a member enters and leaves the meeting while the Board is in session.
 - d. Order and Decorum. The chairperson shall, at all times, preserve order and decorum pursuant to these Rules.
 - e. Roll Call. Every member shall have the right to demand the yeas and nays and have the same entered on the record. When a roll call vote is taken, the roll call shall be called by commissioner district in rotating order by the County Clerk.
- D. **Motions, Resolutions and Committee Reports.** No motion shall be debated or voted upon unless seconded. Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before the same has been adopted. No motion or resolution shall be considered until the same is stated by the chairperson and shall be reduced to writing if required by the chairperson of any member. All motions, resolutions, committee reports, and amendments or substitutes thereto shall be entered at large upon the minutes unless withdrawn. Each recommended ordinance introduced shall be headed by a title of twenty-five (25) words or less, briefly describing or identifying it. Each title shall begin with the words "An Ordinance ..." If such title is lacking, the clerk of the Board shall return it to the commissioner who submitted it. Each recommended ordinance introduced and referred to committee, postponed, or tabled before its substance is voted upon shall be printed in the minutes by title only, unless otherwise ordered by a majority of the members elect.
- 1. Order of Precedence of Motions. When a motion is seconded and before the Board, no other motion shall be received except the following:
 - a) To adjourn – not debatable.
 - b) To rise to a question or privilege – not debatable.
 - c) To lay on the table – not debatable.
 - d) To call for the previous question – not debatable.
 - e) To limit or extend limits of debate.
 - f) To postpone to a certain day.
 - g) To commit, refer or re-commit to a committee.
 - h) To amend.

- i) To postpone indefinitely.
- j) To reconsider (may be debated if original motion was debatable).

The motions shall have precedence in the order named above.

- 2. **Motions to Adjourn.** A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board, or when a member has the floor.
 - 3. **Motions to Reconsider.** A motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3) of the members elected and serving, but in such event, the moving member shall file written notice of his/her intention to move for a reconsideration in the office of the clerk of the Board at least one day before making such a motion.
 - 4. **Amendments.** No motion or proposition not germane to a subject under consideration shall be admitted under color of an amendment. Commissioners shall give all amendments in writing or orally to the clerk. If oral, the clerk shall write it out and read it back prior to a vote being taken on the matter.
 - 5. **Resolutions and Ordinances.** Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board. All resolutions and motions for the appropriation of money and all proposed County ordinances shall be presented to the Board in writing.
 - 6. **Division of Question.** Upon request by any member, any question before the Board may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such a nature that, upon division, each of the resulting questions is a complete question, permitting independent consideration and action.
- E. **Appeal from Decision of Chair.** When an appeal is made from the decision of the chair, the member making the appeal shall be allowed to state his/her reason for doing so. The question shall be then immediately put in the following form: "Shall the ruling of the chair be sustained?" The question shall be determined by a majority vote of the members present, except the chairperson shall not preside over such a vote.

- F. **Referral to Committees.** It shall be the duty of the chairperson to refer all petitions, communications, resolutions, motions and other business that may come before the Board to the proper committee unless objection be made by some members, in which event, a motion made and adopted with reference to the subject shall preclude the chairperson's action. All referrals to committee shall be in one of the following forms:
1. **General Referral.** Any referral which must be referred to the Board after the committee has reviewed or studied the matter, shall be referred to as a general referral.
 2. **Referral for Information.** Any referral which need not be reported back to the Board by the Committee, to which it is referred, shall be called a referral for information.
- G. **Discharge of Committee.** The Board may, by a majority vote of all its members, discharge any committee from further consideration of any matter referred to the committee for general referral.
- H. **Motion to Clear the Floor.** If, in the judgment of the chairperson, there is a confusing of Parliamentary procedure existing, the chair shall have the right to request a "motion to clear the floor", which motion, if made and seconded, shall be undebatable, shall take precedence over all other motions, shall be forthwith put by the chair, and, if carried, shall clear the floor completely and with the same effect as if all matters on the floor were withdrawn. The motion to clear the floor shall not be reconsidered; but its passage shall not limit the right of any member to move the reconsideration of any other matter in the same manner as, but for the passage of the motion to clear the floor, would be in accordance with these Rules.
- I. **Public Meetings.** Board meetings shall be open to the public, as required by the Open Meetings Act, 1976 PA 267.
- J. **Comments from the Floor.** Except for Public Comment, as provided in the Open Meetings Act, only members of the Gladwin County Board of Commissioners, or those having business before the Commission and invited to speak, shall be given the floor to speak during any Board meeting, except:
1. Anyone who desires to speak under subsection B.1.i and B.2.xvi (d) of this article; and
 2. County officials and/or personnel may speak with the consent of the chairperson; and
 3. Any person, with the consent of the chairperson of the Board and/or a majority of the Board.
- Public comment shall be limited to no more than three five (5) minutes per individual and at the times designated, except where extended privileges are granted by the chairperson. During County Commission meetings conducted electronically, members of the public attending the meeting, once recognized by the chair, shall identify themselves for the record and indicate whether they are a County resident.

Comments by the public will be limited to five (5) minutes for each speaker unless the time is extended by the chair or by vote of the Commission. Comments by the public during meetings held electronically will be limited to the Public Comment portion of the meeting.

VI

ADMINISTRATION

- A. **Signing of Documents.** The chairperson shall be the signatory of all contracts, bonds, and other documents which require the signature of the Board of Commissioners. In the event the chairperson is unable to perform such function, then the vice-chairperson shall act in his/her stead.
- B. **Notice of Board Action.** When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the clerk shall promptly notify the person or agency making the request or demand of the Board's action thereon.
- C. **Minutes.** A copy of the minutes of each Board meeting shall be prepared and mailed, delivered, or via e-mail to each member of the Board as soon as possible immediately after each meeting of the Board. The County Clerk or his/her designee shall prepare minutes as required by the Open Meeting Act, 1976 PA 267.
- D. **Resolutions.** All resolutions finally adopted by the Board in each calendar year shall be consecutively numbered in the order of their adoption.
- E. **Parliamentary Authority.** The Board shall conform to the procedures of Robert's Rules of Order.
- F. **Salary, Per Diems and Mileage:** The Chairperson and Board members shall be compensated salaries according to the approved salary schedule. The mileage rate for reimbursement will follow the federal rate that is established for each year. Committee meetings shall be paid by per diem according to the following schedule:

Meeting up to two (2) hours	\$25.00	\$30.00
Half Day two (2) to four (4) hours	\$40.00	\$45.00
Whole Day four or more (4+) hours	\$50.00	\$80.00

Board members will be compensated, at the per diem rate listed above, for any Township/County meetings attended that exceed two (2) meetings per month.

VII

TITLES AND SUBTITLES

The titles and subtitles of these Rules, and the citations appended thereto, are for convenience only and shall not be considered as part of these Rules.

VIII

AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES

- A. These Rules may be amended, suspended, or rescinded only by a majority vote of all the commissioners-elect. They shall remain in effect until rescinded, amended, or suspended.
- B. Any amendment to these Rules, properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.

IX

POLICY REGARDING TECHNOLOGY OR DATA RELATED INFORMATION

- A. All public records released by an employee or elected official shall be redacted to eliminate all Internet Protocol address (IP Addresses) and internal network user names. Any other release of technology and data related information should be considered in the context of the information's potential for use by those wishing to obtain unauthorized access to County networks and data and shall be redacted in conformity with the State of Michigan Freedom of Information Act exemptions listed in MCL 15.243.

X

CONCLUSION

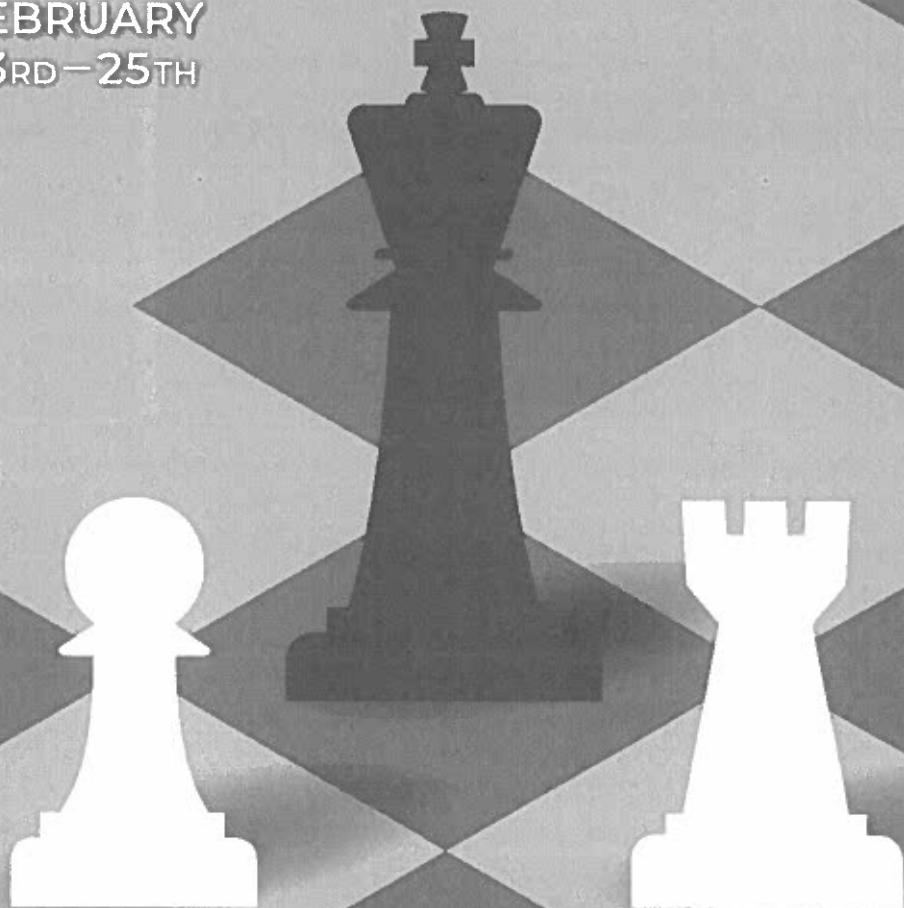
To the extent that any of the Rules herein are contrary to statutory requirements, they shall be of no force and effect.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

RISK MANAGEMENT WORKSHOP

2022 FEBRUARY
23RD–25TH



CROWNE PLAZA LANSING WEST HOTEL | 925 S. CREYTS RD | LANSING, MI 48917 | MMRMA.ORG

RISK

RISK MANAGEMENT WORKSHOP 2022 AGENDA

**DAY 1 WEDNESDAY: FEBRUARY 23**

4:00 pm	Hotel Check-In	4:00–5:30 pm	Investment Committee Meeting
2:00–3:30 pm	Membership Committee Meeting	7:00–9:00 pm	Networking Social

DAY 2 THURSDAY: FEBRUARY 24

8:00–9:15 am	Board of Directors Meeting Includes breakfast, served at 7:30 am	3:15–4:15 pm	GENERAL SESSION Terrorism John Iannarelli (aka "FBI John"), Former FBI Special Agent and National Television News Contributor
8:30–9:30 am	Breakfast and Information Exchange	4:30–5:30 pm	SPECIAL GUEST Jerry Bridge — Is Too Much Technology Making Us Stupid? Today's world is all about speed and gathering information, superficial or otherwise. How does that affect our ability to comprehend, focus and enjoy our lives and do our work? What are the internet and technology doing to our brains? What can you do to take care of your wellbeing, save your sanity, and bring focus and energy back to your life? This presentation offers principles, practices and tools to help you deal more effectively with the challenges, stress and ever-increasing demands of 21st century technology at work and in life!
9:30–10:30 am	OPENING SESSION State Economic Forecast John Austin, Director, Michigan Economic Center	5:30–7:00 pm	Networking Reception
10:45–11:45 am	TRAINING (Concurrent Breakout Sessions) TRACK 1: CLAIMS Cybersecurity: Today's Threats and Mitigation Jessica Dore, CISA, Principal Technology Solutions, Rehmann TRACK 2: RISK MANAGEMENT Mental Health Risk in Correctional Facilities Tom Cremonese, MMRMA Senior Risk Control Consultant; Randy Hazel, MMRMA Risk Control Consultant; and Troy Goodnough, Sheriff, Monroe County. TRACK 3: LEADERSHIP Motivational Interviewing Theresa Chandler, Build Motivation		
11:45 am–12:30 pm	Luncheon Buffet		
12:30–1:45 pm	GENERAL SESSION Annual Legal Update Panel of MMRMA Attorneys, moderated by Starr Kincaid, Esq., MMRMA Director of Claims and Legal Services		
2:00–3:00 pm	TRAINING (Concurrent Breakout Sessions) TRACK 1: CLAIMS Most Common Cybersecurity Claims and What to Expect at a Cybersecurity Assessment Dan Bourdeau, MMRMA Cybersecurity Practice Leader TRACK 2: RISK MANAGEMENT Communities' Common Law Enforcement Concerns Matt Saxton, CEO/Executive Director, and Daniel Pfannes, Deputy Director, Michigan Sheriffs' Association TRACK 3: LEADERSHIP The Power of Inclusive Leadership Bridget Hurd, VP of Inclusion and Diversity, Blue Cross Blue Shield of MI		

RESOURCE EXHIBIT

An MMRMA display will be set up in the meeting area throughout the day on Thursday. Please stop by to pick up fun giveaways and informative resources.

MEET THE STAFF

MMRMA staff will be available at events throughout this year's Risk Management Workshop to network with members, answer questions, and provide assistance. We look forward to saying hello!

CEUS

The event mobile app will allow attendees to self-track CEUs, if allowed by your certifying agency.

If you need help with the mobile app, contact the MMRMA Event Planner, Denise McGinn at denise@associationguidance.com.

DAY 3 FRIDAY: FEBRUARY 25

7:30–8:30 am	Breakfast and Information Exchange	8:30–10:30 am	State Pool Committee Meeting
		11:00 am	Hotel Check-Out

CROWNE PLAZA LANSING WEST HOTEL | 925 S. CREYTS RD | LANSING, MI 48917 | MMRMA.ORG

RISK

RISK MANAGEMENT WORKSHOP REGISTRATION

**REGISTER EARLY TO RECEIVE THE BEST SELECTIONS!**Mail to: PO Box 1098, Okemos MI 48805 Register online: mmrma.org

AS AN ENTITY THAT PROVIDES RISK MANAGEMENT GUIDANCE TO ITS MEMBERS,
IT IS CRITICAL THAT MMRMA AND ITS MEMBERS PRACTICE WHAT WE ADVISE.

Those registering acknowledge and agree that their participation in the Risk Management Workshop will include compliance with all safety protocols that may be in effect during the time of the event and will reflect the sound best practices exemplified by MMRMA.

Name (please print): _____ Title: _____
Community/Firm: _____ ☐ Individual Member ☐ State Pool Member ☐ Other
Elected Official? ☐ Yes ☐ No First Time Attendee? ☐ Yes ☐ No
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____
To receive text messages regarding meeting updates, please provide your cell phone number: _____
How long have you personally been involved with MMRMA? _____ year(s)
Spouse/Guest Names: _____
In Case of Emergency, contact: _____

HOTEL ☐ Wednesday, Feb 23 ☐ Thursday, Feb 24 **OPTIONS:** ☐ Two Queen Beds ☐ King
Number of persons in room: _____ ☐ Special needs: _____

* All rooms non-smoking. Preferences are honored on a space available basis.

WEDNESDAY

☐ 2:00 pm Membership Committee Meeting Qty _____
☐ 4:00 pm Investment Committee Qty _____

THURSDAY

☐ 8:00 am Board of Directors Meeting (includes breakfast) Qty _____
☐ 8:30 am Breakfast and Information Exchange Qty _____
☐ 9:30 am Opening Session: State Economic Forecast (John Austin) Qty _____
☐ 10:45 am Training Track 1 _____ Track 2 _____ Track 3 _____
☐ 11:45 am Luncheon Buffet Qty _____
☐ 12:30 pm General Session: Annual Legal Update Qty _____
☐ 2:00 pm Training Track 1 _____ Track 2 _____ Track 3 _____
☐ 3:15 pm General Session: Terrorism Qty _____
☐ 4:30 pm Special Guest: Jerry Bridge — Is Too Much Technology Making Us Stupid? Qty _____

FRIDAY

☐ 7:30 am Breakfast and Information Exchange Qty _____
☐ 8:30 am State Pool Committee Meeting Qty _____

RESERVATIONS WILL NOT BE ACCEPTED AFTER 1/31/22. BECAUSE RESERVATIONS ARE GUARANTEED, WE MUST CHARGE FOR LATE CANCELLATIONS & NO SHOWS.
FOR SPECIAL NEEDS AND OTHER INFORMATION, PLEASE CONTACT DENISE MCGINN AT 517.333.3628 OR BY EMAIL AT DENISE@ASSOCIATIONGUIDANCE.COM.

CROWNE PLAZA LANSING WEST HOTEL | 925 S. CREYTS RD | LANSING, MI 48917 | MMRMA.ORG

INDEPENDENT CONTRACTOR AGREEMENT
Between GLADWIN COUNTY
And
EAST MICHIGAN COUNCIL OF GOVERNMENTS (EMCOG)

WHEREAS GLADWIN COUNTY desires to contract for the performance of services, as hereafter described, with the independent contractor, EMCOG, whose signature appears hereon (hereafter referred to as "Contractor").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I. GENERAL TERMS:

IT IS HEREBY AGREED by and between GLADWIN COUNTY and Contractor as follows:

- A. **Independent Contractor.** Contractor shall be an independent contractor. Contractor shall not be deemed to be and shall not hold themselves out as an employee, servant, or agent of GLADWIN COUNTY for any reason. Contractor's employees, servants, and agents shall not be entitled to any employee fringe benefits of GLADWIN COUNTY, including, but not limited to, life insurance; worker's compensation; no-fault automobile, medical or disability insurance; and paid leave or longevity time. Contractor shall be responsible for paying any salaries, wages, or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State, and local governments.
- B. **Grant Applications.** Contractor has submitted an application and been awarded a grant, on behalf of GLADWIN COUNTY, to the Michigan State Police Emergency Management Homeland Security Division (hereafter referred to as "EMHSD") for the update of the GLADWIN COUNTY Hazard Mitigation Plan (hereafter referred to as the "Plan"). Said grant award shall be the fee for the work to be completed by Contractor for the completion of the Plan update.
- C. **Nondiscrimination.** Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or

a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Contractor shall adhere to all applicable Federal, State, and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- (1) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- (2) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- (3) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- (4) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 etc., as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event Contractor is found not to be in compliance with this section, GLADWIN COUNTY may terminate this Agreement effective as of the date of delivery of written notification to Contractor.

- D. **Indemnification.** Contractor shall, at its own expense, hold harmless, defend, protect, and indemnify GLADWIN COUNTY, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, expenses, or liability, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that may arise out of any acts, omissions, negligence, or conduct of Contractor in the course or scope of the performance of Contractor's services under this Agreement.
- E. **Insurance Coverages.** Contractor shall provide and maintain comprehensive general liability insurance in such amounts as necessary to cover all claims which may arise out of Contractor's operations under the terms of the Agreement and provide proof of such insurance coverage to GLADWIN COUNTY prior to the effective date of this Agreement. Unemployment compensation coverage and workers' compensation insurance shall be maintained in accordance with applicable Federal and State law and regulations.
- F. **Service and Duties.** During the term of this Agreement, Contractor shall work with the Emergency Management Coordinator and an advisory committee to provide a Plan update for GLADWIN COUNTY. Contractor shall perform these services in a competent and thorough manner and to the satisfaction of GLADWIN COUNTY.

The duties shall include the completion of the Plan update to FEMA and make all changes as requested by MSP and/or FEMA staffs. EMCOG will provide monthly updates to GLADWIN COUNTY. EMCOG will complete the required State of Michigan forms including monthly financial statements with detailed expenditures and will submit billing statements to EMHSD.

- G. **Performance of Services.** Contractor shall perform faithfully any duties assigned to the best of their ability and shall make prompt, complete, and accurate reports detailing work product and expenses to GLADWIN COUNTY. These duties shall be subject to modification, addition, and deletion by GLADWIN COUNTY.
- H. **Completion of Services.** Contractor is responsible for completion of work as agreed upon within the required time frame of the project with no control by GLADWIN COUNTY with regards to hours worked or location.
- I. **Match.** GLADWIN COUNTY is responsible for assuring that the twenty-five percent (25%) match requirement of the grant is secured through volunteer participation, including hours and travel. Should that match requirement not be secured, GLADWIN COUNTY will be responsible for providing any shortfall to EMHSD.
- J. **Availability of Funds.** GLADWIN COUNTY may terminate this Agreement if it deemsthat funding is no longer available to pay for services by Contractor. GLADWIN COUNTY shall notify Contractor of this eventuality two (2) weeks prior to termination. GLADWIN COUNTY will be responsible for payments for work accomplished until the notice ofreceipt date.
- K. **Termination-GLADWIN COUNTY.** GLADWIN COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that Contractor has failed to perform any duties or obligations in a fully satisfactory manner (*e.g.*, Contractor fails to timely or completely comply with one (I) or more conditions of the Grant Agreement(s)). GLADWIN COUNTY will promptly notify Contractor in writing of the effective date of the termination. Payments made to Contractor or recoveries by GLADWIN COUNTY will be in accordance with the legal rights and liabilities of the parties concerned. GLADWIN COUNTY is also responsible for contacting MSP EMHSD staff regarding the termination of the agreement and status of the Plan update. GLADWIN COUNTY will also be required to make any payments back to MSP for non-completion of the Plan update.
- L. **Termination-GLADWIN COUNTY and Contractor.** GLADWIN COUNTY and

Contractor may terminate this Agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two (2) parties shall agree upon the termination conditions, including the effective date and, in case of partial terminations, the portion to be terminated. Contractor shall not incur new obligations for the terminated portion after the effective date. GLADWIN COUNTY will allow full credit to Contractor for the non-cancellable obligations, properly incurred by Contractor prior to termination. GLADWIN COUNTY is also responsible for contacting MSP EMHSD staff regarding the termination of the agreement and status of the Plan update. GLADWIN COUNTY will also be required to make any payments back to MSP for non-completion of the Plan update.

M **Notice of Termination.** At any time during the Contract Term (See Section II. below), either party may serve a written notice to terminate this Agreement, which would be effective on the thirty-first (31st) day after the notice to terminate is served on the other party.

N **Contractor's Limited Authority to Act.** Contractor shall not be an agent of GLADWIN COUNTY, has no authority to act on behalf of GLADWIN COUNTY, and shall not act in a representative capacity or act as if Contractor can represent GLADWIN COUNTY.

For example:

- (1) Contractor shall not issue press releases without prior written approval.
- (2) Contractor shall not sign contracts on behalf of GLADWIN COUNTY.
- (3) Contractor shall make no representations on behalf GLADWIN COUNTY.

O. **Scope of Services.** Any additional instructions regarding the performance of said services attached to this Agreement shall be deemed to be incorporated herein and be part of this Agreement and same shall be signed and dated by Contractor upon execution of this Agreement.

II. TERM OF CONTRACT:

The term of this Agreement shall be from the date beginning with the date in the notice of award letter from the Michigan State Police (hereafter referred to as the "Contract Term") attached and incorporated as Attachment A to the day that the approval letter is received by the Gladwin County Board of Commissioners from FEMA approving the

Hazard Mitigation Plan update. At any time during the Contract Term, either party may serve a written notice to terminate this Agreement, which would be effective on the thirty-first (31st) day after the notice to terminate is served on the other party.

III. CONFIDENTIAL INFORMATION:

Contractor shall not disclose information relating to GLADWIN COUNTY's operations or to clients or persons other than (a) members of GLADWIN COUNTY's staff, (b) members of GLADWIN COUNTY's Board of Commissioners, or (c) third-party reimbursement agencies and professional organizations, without written consent of GLADWIN COUNTY or duly issued court process or orders.

IV. STANDARD PROVISIONS.

A. **Notices.** All notices or other communications provided for or required by this Agreement shall be directed to the party to be so notified, in writing, by personal service or by registered or certified mail, return receipt requested, and addressed to such party at the respective addresses shown below, unless notice of change of address has been furnished in the manner provided in this section.

To EMCOG (Contractor):	Sue Fortune, Executive Director East Michigan Council of Governments 3144 Davenport, Suite 200 Saginaw, MI 48602 989-797-0800
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To GLADWIN COUNTY:	Karen Moore GLADWIN COUNTY Board of Commissioners 401 Cedar Avenue Gladwin, MI 48624 (989) 426-4821
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With a copy to:	GLADWIN COUNTY Corporation Counsel
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B. **Applicable Law and Venue.** This Agreement and the rights of the parties hereunder shall be interpreted, construed, and performed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

C. **Entire Agreement.** This Agreement, as it may be modified in writing from time to time, constitutes the entire agreement between the parties, and supersedes all other agreements, oral or in writing, with respect to the subject matter contained herein.

D. **Amendments.** This Agreement may be altered, amended, or modified at any time, but only by written agreement executed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the party against whom such waiver is sought.

E. **Section Headings.** Any section or paragraph title or caption contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement.

F. **Survival Clause.** All rights, duties, and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement's term or the termination of this Agreement.

G. **Invalid Provisions.** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision hereof. This Agreement shall be construed and enforced as if the invalid or unenforceable provision were modified to conform with the applicable law, or if such modification is impossible, then as if the Agreement did not contain that provision.

H. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns, and for purposes of realizing any benefits payable hereunder to Contractor. In no event, shall Contractor assign or delegate any of his rights, powers, duties, and obligations under this Agreement without prior written consent of GLADWIN COUNTY. Such consent shall not unreasonably be withheld.

I. **Waiver.** Failure or delay to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such terms, covenants, or conditions, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. Waiver can be

accomplished only in writing signed by the party giving the waiver.

J. **Authority.** The undersigned representatives warrant that they are duly authorized to execute the foregoing instrument.

K **Electronic Funds Transfer.** Contractor agrees to accept payment via electronic funds transfer ("EFT"). Further Contractor agrees to provide any and all information necessary to facilitate EFT.

IN WITNESS, WHEREOF, the parties have executed this Agreement on_____.

Witnesses:

GLADWIN COUNTY

Witness

401 Cedar Avenue
Gladwin, MI 48624
(989) 426-4821

**EAST MICHIGAN COUNCIL OF GOVERNMENTS
(EMCOG)**

Witness

By: Sue Fortune
Its: Executive Director
3144 Davenport Avenue
Suite 200
Saginaw, MI 48602
989-797-0800

Gladwin County ARPA Funds

Project Request Form

Project Name: Automated External Defibrillator (AED) Replacement

Instructions: Before completing the entire form and submitting (in PDF format) along with any vendor documentation, configuration diagrams, etc, please make sure you will be available to provide additional information to the board if needed. The project request will be reviewed and prioritized dependent upon completion of ALL required information.

Project Owner: <i>Person responsible for the project</i>	Sgt. Carl Gruhzt
Anticipated Budget Amount: <i>Provide the total dollar amount anticipated for the project</i>	\$15,540.00
Proposed Completion Date: <i>MM/DD/YYYY</i>	12/31/2021
ARPA Criteria: <i>Which specific criteria from the ARPA guidelines does this project fit under? Please list the specific criteria and how the project fits.</i>	Supporting Public Health Expenditures (Providing Emergency Equipment essential to Public Safety/Response to emergencies)
Project Description: <i>What initiative or problem does this project address?</i>	<p>Current AED's used by the county are aging out and are no longer being produced. These units must be replaced as they fail or prior to failure when they are needed. Zoll Medical has proposed a discounted rate for their LE/Military grade AED and Trauma kit with an eight year warranty. The county would then only be responsible for the replacement of electrode pads every two years and batteries every four to five years</p> <p>Two of the twelve units have failed in the last three months. All current AED's are in excess of five years old at this time. The continued life of the remaining units is unknown as they are past their original expectation.</p>
Project Outcomes: <i>What will be achieved by this project?</i>	Replacement of 12 aging/ out of warranty AED units with new and upgraded equipment. The new equipment would be warrantied for the next eight years against flaws or failure.
Required County Resources: <i>What specific County resources will be involved?</i> <i>Is there any ongoing cost to this project once the initial investment is exhausted?</i>	On going cost would be the replacement of two sets of Electrodes every year after initial year with the expected cost of approximately \$50.00 per set. And the replacement of a battery after 4 years of service for each unit.
Project Justification: <i>Why should this project be undertaken?</i>	The availability and use of AEDs in public venues and by law enforcement agencies has saved countless lives. This has in turn, promoted safety and a sense of wellbeing in the public. The cost of replacement at this time is greatly reduced from the the list price for the AED and Trauma kit. The G5 AED lists for \$1695.00 to \$1895.00 on average and the Trauma Kit retail for \$299.00. Zoll Medical is offering these two items and an extra set of electrode pads for each unit for the total of \$1295.00 though one of their distributors.

Requestor's Signature: _____

Gladwin County ARPA Funds

Project Proposal Score Sheet

Please score your project under "Requester's Score" and fill out the four boxes below the scoring lines.

Project Name: Automated External Defibrillator (AED) Replacement

Criteria	Max Score	Requester's Score	Administration Score
Project Serves High Percentage of County	12	12	
Project Description & Overall Idea	12	10	
Project Implementation Steps	10	10	
Measurability & Reporting of Metrics	10	10	
Addresses County Needs/Gaps	10	10	
Project Sustainability Once ARPA Funds Exhausted	10	8	
Education, Outreach & Publicity Potential	10	10	
Community Involvement	9	9	
Collaboration With Other County Functions	6	6	
Realistic Budget/Percentage of Total Budget	5	5	
Realistic Timeline	2	2	
Capability of Requesting Team	2	2	
Well Written Rationale	2	2	
Total	100	96	

Project ROI

How will success of this project be measured?

The return to the county truly is immeasurable. The value may not be seen until/if one of the units is used to assist or support someone you know. But the availability to the public of life saving equipment in the hands of the lay person or the responding officer will never be forgotten by those it helps.

Implications

How broad are the implications of this project? Explain.

This project has the ability to affect all persons who enter a county building or come into contact with Deputies on patrol.

Risk Assessment

What are the risks if this project is not undertaken? Explain.

Risk of not proceeding is as follows.

- 1) Device failure due to age
- 2) Lack of availability of AED to deputies or public because units have been pulled from service as nonfunctional
- 3) Greater cost to the county to replace at a later time.

Project Strengths

Simple, Cost effective fix for a known near future issue.

Project Weaknesses

Up front cost to departmental budgets.

Gladwin Zettel Airport

TO
Gladwin County
401 W Cedar Ave
Gladwin, MI 48624
(989) 426-7351

INVOICE # 1
DATE 11/10/21

FOR Tree Removal

Make all checks payable to City of Gladwin
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Angela Bigham | (989) 426-9231 ext13 |
treasurer@gladwin.org

THANK YOU FOR YOUR BUSINESS!

11/30/2021

77 hours.

I am requesting a payout of 70 hours of my unused vacation time.

\$ 1705.55

Thank you

161-253-765.000

Stacey DeMoines

Stacey DeMoines

Stacey actually has 77 hours. I ask the board to consider paying the extra 7 hours as she had scheduled time off but was unable to use them due to office being short.

Christy VanSoni



MICHAEL SHEA
SHERIFF

GLADWIN COUNTY SHERIFF'S OFFICE

501 WEST CEDAR AVENUE • GLADWIN, MI 48624
PHONE (989) 426 9284 OR 1-800-553-0911
FAX (989) 426-1173

RAY HARTWELL
UNDERSHERIFF

Date: November 24, 2021
To: County Administrator / County Commissioners
From: Undersheriff Hartwell
Reference: Stop Sticks

Back on July 9, 2021, I submitted the attached request for the purchase of 6 sets of Stop Sticks. With that request, I also asked to submit a grant request to MMRMA for funding towards the project. At that time my request was authorized, and the previous County Administrator submitted a grant request to MMRMA. I was advised the grant request was received and we were waiting on a decision for approval or denial of the grant request. Having not heard a response, I reached back out to MMRMA on Tuesday, November 23, 2021. I was advised at that time that we had exceeded our reimbursement level for funding towards Stop Sticks and would not be eligible for any further funding.

My original request was for the purchase of 6 sets of Stop Sticks at a cost of \$455 per set. Additionally, there would be a \$29 shipping fee on the first set and \$9 each for the additional 5 sets. I would like to resubmit my request. The total purchase should be for \$2,804. I do not have a designated funding source for this project, however, there are available funds in Sheriff's Office Budget Line 101-301-705.000 (Deputies Wages).

If you have any questions or concerns, please feel free to contact me.

Respectfully,

Raymond E. Hartwell / Undersheriff
Gladwin County Sheriff's Office



MICHAEL SHEA
SHERIFF

GLADWIN COUNTY SHERIFF'S OFFICE

501 WEST CEDAR AVENUE • GLADWIN, MI 48624
PHONE (989) 426-9284 OR 1-800-553-0911
FAX (989) 426-1173

RAY HARTWELL
UNDERSHERIFF

Date: November 23, 2021
To: County Administrator / County Commissioners
From: Undersheriff Hartwell
Reference: Tasers

I am requesting authorization to sign the attached payment plan / contract with Axon Enterprises. Axon is the manufacture of the "Taser" and they have notified us that they are discontinuing the manufacturing the X2 series of Taser we are currently using. We have 12 X2 Tasers, 3 of which are no longer covered under warranty and 9 of which have warranties expiring in 2022. Axon is offering a 5-year payment plan for the new updated Taser, Taser 7. The new plan includes extended warranties, holsters, automatic replacement cartridges, and rechargeable batteries, all of which are normally at separate costs. As a side note, this is the same plan you have recently authorized for Corrections group.

To continue with the current X2 Tasers for 2022, we would need funding in the amount of approximately \$7,168.43. This funding would be for the replacement of 3 X2 Tasers, training cartridges and new batteries for the year. The attached contract is a 5-year payment plan to Axon Enterprise for a payment of \$3,933.01 annually. This price / quote is good until December 31, 2021. After that date, the price will increase.

The first annual payment would be due at signing. I would suggest that payment could be taken from Sheriff's Office Budget Line 101-301-705.000 (Deputies Wages). I have also checked with MMRMA an a \$500 per Taser grant would be available. The plan includes the purchase of 6 Taser 7's. Therefore, we should be able to recoup \$3,000 through the grant. This would be a one-time reimbursement and not for each year of the plan.

I apologize for the last-minute submission of my request; however, this information has just been finalized and presented to me. If you have any questions, please feel free to reach out to me.

Respectfully,

Raymond E. Hartwell / Undersheriff
Gladwin County Sheriff's Office



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-351084-44504.062PH

Issued: 11/03/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 12/31/2021

Account Number: 320272

Payment Terms: N30

Delivery Method: FedEx - Ground

SHIP TO	BILL TO
Business/Delivery/Invoice-501 W Cedar Ave 501 W Cedar Ave Gladwin, MI 48624-2064 USA	Gladwin County Sheriff's Office - MI 501 W Cedar Ave Gladwin, MI 48624-2064 USA Email: steve.townsend@gladwinco.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Paige Hawk Phone: +1 4805359677 Email: phawk@axon.com Fax: (480) 535-9677	Steve Townsend Phone: (989) 426-9284 Email: steve.townsend@gladwincounty-mi.gov Fax: (989) 426-1173

Program Length	60 Months
TOTAL COST	\$19,665.04
ESTIMATED TOTAL W/ TAX	\$19,665.04

Bundle Savings	\$6,062.52
Additional Savings	\$1,784.91
TOTAL SAVINGS	\$7,847.43

PAYMENT PLAN	
PLAN NAME	INVOICE DATE
Year 1	Dec, 2021
Year 2	Dec, 2022
Year 3	Dec, 2023
Year 4	Dec, 2024
Year 5	Dec, 2025

AMOUNT DUE	
Year 1	\$3,933.00
Year 2	\$3,933.01
Year 3	\$3,933.01
Year 4	\$3,933.01
Year 5	\$3,933.01

Quote Details

Bundle Summary

Item	Description	QTY
T7Cert	2021 Taser 7 Certification Bundle	6
DynamicBundle	Dynamic Bundle	1

Bundle: 2021 Taser 7 Certification Bundle Quantity: 6 Start: 12/31/2021 End: 12/30/2026 Total: 19665.04 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	6	\$80.00	26.52%	\$58.78	\$352.70
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	6	\$5.00	26.52%	\$3.67	\$1,322.64
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18	\$38.00	26.52%	\$27.92	\$502.60
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18	\$38.00	26.52%	\$27.92	\$502.60
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6	\$1,720.00	26.52%	\$1,263.85	\$7,583.11
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6	\$49.00	26.52%	\$36.01	\$216.03
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6	\$49.00	26.52%	\$36.01	\$216.03
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	26.52%	\$3.67	\$220.44
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$150.00	26.52%	\$110.22	\$110.22
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$75.00	26.52%	\$55.11	\$55.11
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	\$38.00	26.52%	\$27.92	\$335.07
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	7	\$86.00	26.52%	\$63.19	\$442.35
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12	\$38.00	26.52%	\$27.92	\$335.07
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12	\$38.00	26.52%	\$27.92	\$335.07
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	6	\$2.50	26.52%	\$1.84	\$661.32
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	26.52%	\$1,102.20	\$1,102.20
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	26.52%	\$32.26	\$32.26
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY /6-BAY DOCK	1	\$10.45	26.52%	\$7.68	\$7.68
Other	80395	EXT WARRANTY, TASER 7 HANDLE	6	\$6.25	26.52%	\$4.59	\$1,322.64
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	7	\$0.42	26.52%	\$0.31	\$103.69
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.25	26.52%	\$4.59	\$220.44

Bundle: Dynamic Bundle Quantity: 1 Start: 12/31/2021 End: 12/30/2026 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$750.00	100.00%	\$0.00	\$0.00

Item	Description	QTY	Delivery/ Start	End Date	List Price	Tax	Net Price	Total(USD)
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T7Cert	2021 Taser 7 Certification Bundle	6	12/31/2021	12/30/2026	\$0.00	\$0.00	\$0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	6	12/31/2021	12/30/2026	\$80.00	\$56.78	\$352.70
20248	TASER 7 EVIDENCE.COM LICENSE	6	12/31/2021	12/30/2026	\$5.00	\$3.67	\$1,322.64
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	18	12/31/2021	12/30/2026	\$38.00	\$27.92	\$502.60
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18	12/31/2021	12/30/2026	\$38.00	\$27.92	\$502.60
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6	12/31/2021	12/30/2026	\$1,720.00	\$1,263.85	\$7,583.11
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6	12/31/2021	12/30/2026	\$49.00	\$36.01	\$216.03
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6	12/31/2021	12/30/2026	\$49.00	\$36.01	\$216.03
20248	TASER 7 EVIDENCE.COM LICENSE	1	12/31/2021	12/30/2026	\$5.00	\$3.67	\$220.44
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/31/2021	12/30/2026	\$150.00	\$110.22	\$110.22
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/31/2021	12/30/2026	\$75.00	\$55.11	\$55.11
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	12/31/2021	12/30/2026	\$38.00	\$27.92	\$335.07
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	12/31/2023	12/30/2026	\$38.00	\$27.92	\$335.07
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	12/31/2024	12/30/2026	\$38.00	\$27.92	\$335.07
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	12/31/2025	12/30/2026	\$38.00	\$27.92	\$335.07
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	12/31/2026	12/30/2026	\$38.00	\$27.92	\$335.07
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	12/31/2021	12/30/2026	\$38.00	\$27.92	\$335.07
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	12/31/2023	12/30/2026	\$38.00	\$27.92	\$335.07
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	12/31/2024	12/30/2026	\$38.00	\$27.92	\$335.07
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	12/31/2025	12/30/2026	\$38.00	\$27.92	\$335.07
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	12/31/2026	12/30/2026	\$38.00	\$27.92	\$335.07

20018	TASER 7 BATTERY PACK, TACTICAL	7	12/31/2021	12/30/2026	\$86.00	\$63.19	\$442.35
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12	12/31/2022	12/30/2026	\$38.00	\$27.92	\$335.07
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	12	12/31/2024	12/30/2026	\$38.00	\$27.92	\$335.07
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12	12/31/2022	12/30/2026	\$38.00	\$27.92	\$335.07
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	12	12/31/2024	12/30/2026	\$38.00	\$27.92	\$335.07
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	6	12/31/2021	12/30/2026	\$2.50	\$1.84	\$661.32
74200	TASER 7 6-BAY DOCK AND CORE	1	12/31/2021	12/30/2026	\$1,500.00	\$1,102.20	\$1,102.20
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/31/2021	12/30/2026	\$43.90	\$32.26	\$32.26
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/31/2021	12/30/2026	\$10.45	\$7.68	\$7.68
80395	EXT WARRANTY, TASER 7 HANDLE	6	12/31/2021	12/30/2026	\$6.25	\$4.59	\$1,322.64
80374	EXT WARRANTY, TASER 7 BATTERY PACK	7	12/31/2021	12/30/2026	\$0.42	\$0.31	\$103.69
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/31/2021	12/30/2026	\$6.25	\$4.59	\$220.44
DynamicBundl e	Dynamic Bundle	1	12/31/2021	12/30/2026	\$0.00	\$0.00	\$0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	12/31/2021	12/30/2026	\$750.00	\$0.00	\$0.00
Total						\$19,665.04	

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/3/2021

Vehicle Use Policy

Section 1

Purpose: This policy establishes procedures regarding the assignment of County vehicles, use of County vehicles, and business use of private vehicles.

For insurance and liability issues as well as good business practice, the County must document that all employees who drive vehicles on County business hold a valid driver's license, an acceptable driving record, and in cases where a personal vehicle is involved, proof of vehicle liability insurance on the vehicle being utilized for County business.

Section 2

Authority: The Gladwin County Board of Commissioners.

Section 3

Application: This Policy applies to all County Employees, as defined below, who drive either as a required part of their position requirements, or as an incidental driver, unless otherwise noted within the policy.

Section 4

Responsibility: The Board of Commissioners shall be responsible for the implementation of this policy. County Administration shall be responsible for administration of this policy, including approval of vehicle assignments.

Section 5

Definitions:

A. **Assigned Vehicle:** A County-owned vehicle designated for use by a County department in the normal and effective performance of County business functions. An assignment may include approval of vehicle assignments.

B. **County Employees:**

shall not be used for the convenience of the County Employee with regard to personal transportation needs or other non-business activities except as determined by the Department Head with concurrence of County Administration.

5. Alcoholic beverages and illegal drugs are not permitted in County vehicles at any time. Law enforcement personnel, as approved by the Sheriff, may transport alcoholic beverages or drugs that have been lawfully confiscated or scheduled for use during training exercises.
6. Drivers shall observe all local and state ordinances pertaining to the operation of motor vehicles. Fines imposed for operator violations shall be the responsibility of the driver.
7. Hitchhikers are expressly prohibited from riding in County owned vehicles. However, individuals not associated with County government may accompany a County Employee as a passenger in a County vehicle in the following circumstances, when prior approval has been obtained:
 - (a) When the passenger(s) and County Employee have a mutual work-related business interest in the travel and the passenger(s) is (are) covered by employer's workmen's compensation.
8. Overnight Use:
 - (a) County Employees may be granted overnight use of a County-owned vehicle after satisfying one of the following situations:
 - (1) A County Employee subject to frequent after-hours emergency callback or other unscheduled work, and such unscheduled work involves the first response to a real or present threat to life or property requiring an immediate response, may be granted routine overnight use of a County vehicle.
 - (2) A County Employee attending an out-of-area approved work related training program may be granted temporary overnight use of a County vehicle.

- (3) Other work-related situations may warrant consideration for overnight use of County vehicle. Requests will be considered on the requirements of the job, productivity, availability of County vehicles and County cost.
- (b) County Employees currently authorized overnight use of a County-owned vehicle are listed by position:
 - Drain Commissioner (Seasonal only)
 - Emergency Manager
- (c) Additions to the above authorized list shall be approved by County Administration upon recommendation of the Elected Official/Department Head.
- (d) For a County Employee to be authorized for the take-home use of a County-owned vehicle, the County Employee must possess a valid Michigan's driver's license and maintain a safe driving history.
- (e) Assignments are not permanent. When priorities or circumstances have changed, vehicles should be reassigned. All route overnight vehicle assignments must be reviewed and evaluated by the Elected Official/Department Head [and approved by County Administration annually beginning January 1st].
- (f) Vehicles so assigned are not intended to be perceived as personal property or interpreted as a salary supplement, fringe benefit or compensatory measure of any kind.

B. Employee Personal Vehicles

It is the policy of the County to reimburse its employees, elected officials, and appointed officials for personal travel and transportation expenses directly related to official business in the County. All travel costs will be paid directly to the individual incurring the expense and may not be billed to the County without prior approval of the Department Head or County Administration. Additional information on employee use of personal vehicles is found in the "Travel and

Conference Reimbursement Policy" found in the County Policy and Procedures Manual.

C. Driver Responsibilities/Requirements

1. Drivers of County owned vehicle must have a valid Michigan drivers/operator's license; such license shall be in the County Employee's personal possession whenever they drive County-owned vehicles or drive their own personal vehicle while on County business. A County Employee who drives a County vehicle shall immediately inform his/her supervisor of loss of a valid driving license due to suspension, revocation, or expiration. Failure to comply may result in discipline up to and including dismissal.
2. Michigan Department of State (MDOS) *Driving Record Subscription Service* – This free MDOC service provides enrolled municipalities with an initial driving record whenever there are any violations, restrictions, suspensions, or revocations posted to their record, or an annual record if there has been no activity within the previous twelve months. The Gladwin County Administrator shall establish and maintain the *Driving Record Subscription Service* to monitor County Employee driving records.
3. Applicant Screening Guide – Conviction of law violations or civil infractions may serve as a basis for employment disqualification. The applicant's total record will be evaluated; the applicant must have at least two years of documented driving experience.
 - (a) The following circumstances are cause for automatic employment disqualification:
 - (1) Conviction of a driving-related felony.
 - (2) Loss of driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State.

Exception: Applications from those who maintain a driving record free of license suspension or revocation and moving violation conviction(s) or civil infraction determination(s) in the five years previous to making application shall be accepted.

- (3) An at-fault accident resulting in a fatality (an at-fault accident is defined as one in which the applicant has been fined, sued, and received an adverse judgment, applicant's insurance company settled for damages to other party, or applicant settled out of court or otherwise was determined to be liable).
 - (b) In the five years prior to application, the following circumstances are cause for automatic disqualification:
 - (1) Accumulated more than six points in the driving record.
 - (2) Convicted of any alcohol/drug related offense.
 - (3) Convicted of driving while license was suspended or revoked.
 - (c) In the year prior to application, the following circumstance is cause for automatic disqualification:
 - (1) Accumulated more than three points on the driving record.
- 4. County Employees, who drive vehicles with a gross vehicle weight rating (GVWR) of 10,000 pounds or more or a vehicle carrying sixteen (16) or more passengers, must have a valid Michigan chauffeur license. County Employees who drive vehicles with a GVWR of 26,000 pounds or more, with or without a trailer, must have a valid Commercial Drivers License (CDL).
 - 5. County Employees are responsible for any vehicle or equipment assigned to them and must report unsafe operations or working conditions to their supervisor as soon as possible. The County Employee shall not be reimbursed for any loss of equipment or damages to a vehicle caused by the County Employee's negligence.
 - 6. County Employees shall observe all local and state ordinances pertaining to the operation of motor vehicles. County Employees shall allow sufficient time to reach destinations without violating speed limits or traffic laws. County Employees must know and abide by all driving laws in all areas where they operate County vehicles and shall drive defensively at all times.

7. It is mandatory that all occupants of a County vehicle use seat belts at all times. The driver of the vehicle is responsible for enforcing belt usage by all occupants and shall report any failure to comply with County Employee's supervisor.
8. The County will not pay traffic or parking fines of County Employees driving County owned vehicles, nor will the County pay if the County Employee is authorized to use their personal vehicle on County business. County Employees found guilty of moving violations may be subject to corrective action. A County Employee receiving a moving violation while driving a County vehicle has an obligation to immediately inform their Department Head.
9. County Employees are prohibited from operating a County vehicle or personal vehicle on County business when their driving ability has been impaired for any reason, including but not limited to the ingestion of drugs, medication, or alcoholic beverages, physical impairment or restrictions; or other situations/conditions within the County Employee's control. Any illegal use of controlled substances is strictly prohibited. Additionally, a County Employee shall not operate a County vehicle or a personal vehicle for County business while taking prescription or over-the-counter medications where the County Employee knows or reasonable should have known that such use may impair his or her working abilities or create a risk of harm to himself or herself, others or County property.
10. County Employees shall abide by the County's Cell Phone Policy when operating any vehicle for County business.

D. Insurance of Vehicles

1. County Administration is responsible for maintaining adequate liability and collision coverage for all County-owned vehicles.
2. The County's insurance is in force when a County Employee operates County-owned vehicles or equipment.
3. A County Employee authorized to drive a personal vehicle for County business shall acquire and maintain personal liability insurance coverage on the employee-owned vehicle in at least the minimum amounts required by Michigan State law (\$20,000 for a

persona who is hurt or killed in an accident; \$40,000 for each accident if sever people are hurt or killed; \$10,000 for property damage per accident). Proof of insurance must be presented upon request. If involved in accident while on County business, the County Employee's personal automobile insurance will be primary in the event of a loss. County insurance coverage is only applicable if the liability exceeds the personal liability insurance coverage. It is suggested that collision insurance sufficient to cover the reasonable value of the personal vehicle, less a standard deductible, also be carried. County insurance does not cover loss or damage to the personal vehicle or private insurance deductible.

E. Maintenance of Vehicles

1. County Employees are responsible for periodic inspection of their assigned County-owned vehicles. Scheduling of routine maintenance and repairs is the responsibility of the County Employee to whom the vehicle is assigned.
2. No alterations may be made to County-owned vehicles without prior approval of the Department Head or County Administration.
3. No bumper, window or body stickers, other than the County approved door logo, may be places on vehicles.
4. Departments are responsible for maintaining accurate and complete maintenance records for assigned vehicles. It is the responsibility of the County Employee with assigned vehicles and the department for unassigned vehicles to provide the Accounting Office with invoices for maintenance and/or repairs.

Settlement Participation Form

<u>Governmental Entity:</u> County of Gladwin	<u>State:</u> Michigan
<u>Authorized Official:</u> Karen Moore, Chair	
<u>Address 1:</u> 401 W. Cedar Ave.	
<u>Address 2:</u>	
<u>City, State, Zip:</u> Gladwin, MI 48624	
<u>Phone:</u> (989) 386-3434	
<u>Email:</u> jaynie@hoerauflaw.com	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the Settlement, the Governmental Entity agrees to pay any monetary payment to the Releasor, the Governmental Entity, including, if applicable, the Governmental Entity's attorneys, through the Janssen Settlement.
5. The Governmental Entity agrees to the terms of the Settlement.
6. The Governmental Entity's state will remain the same as provided in the Janssen Settlement.
7. The Governmental Entity agrees to the terms of the Settlement as provided therein.

Karen's signature

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

Name: Karen Moore

Title: Chair

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity: County of Gladwin	State: Michigan
Authorized Official: Karen Moore, Chair	
Address 1: 401 W. Cedar Ave.	
Address 2:	
City, State, Zip: Gladwin, MI 48624	
Phone: (989) 386-3434	
Email: jaynie@hoerauflaw.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Karen Moore

Title: Chair

Date: _____

Privileged and Confidential

Collective Bargaining Status – Closed Session December 14th, 2021

To: Gladwin County Board of Commissioners

From: Jaynie Hoerauf

December 7, 2021

Actions needed today: Approve Tentative Agreement with Dispatch group.

Status:

UAW 6 and 7. (Business Agent Brian Bosak) Met. Exchanged Proposals, exchanged follow up language, and our ultimate financial offer. Were scheduled for December 7th, but cancelled by Mr. Bosak due to a medical emergency. Will reschedule ASAP.

POAM – Deputies. (Business Agent Doug Wortley) Meeting scheduled for December 17th.

Tentative Agreement close (my crystal ball):

GELC – Corrections (Command)

This contract calls for “% above” wages, setting the corrections command pay 5% above the others. Corporals are 5% over Corrections Officers. Sergeants are 5% above Corporals, Jail Administrator is 10% above Sergeants. Met December 6th without reaching agreement, but I am confident that we are about there. The Unit was asking for wage parity with the road patrol deputies, which we declined.

Tentative Agreements reached:

POAM – Dispatch (Business Agent Jim Cross) Met December 1st prepared a Tentative Agreement exactly the same financially as the GELC Corrections (exclusive of command group). I ask you to approve that TA. Draft of revised contract out for everyone’s corrections and review on December 3d.

GELC – Corrections (exclusive of Command)

Sent out a retyped CBA, correcting the dozens of errors in the document for review, and sent out 11/30. Is settled and ratified, but not ready to be signed until everyone approves my corrections.

Mark Justin

From: Jaynie Hoerauf
Sent: Tuesday, December 7, 2021 11:09 AM
To: Mark Justin
Subject: FW: Four Lakes - Gladwin County Property Transfers
Attachments: QC Deed - FLTF to Gladwin County re 2545 Lakeshore Drive (FLTF).pdf; bowland property.pdf

Will you kindly stick this on your agendas, for next meeting, please?

From: Colaianne, Joseph W. <jcolaianne@clarkhill.com>
Sent: Tuesday, December 7, 2021 10:26 AM
To: Jaynie Hoerauf <jhoerauf@gladwincounty-mi.gov>
Cc: David Kepler - Sanford Lake Preservation Association, Inc. (dave@keplertcp.com) <dave@keplertcp.com>; Kayla Stryker <kaylas@fourlakes taskforce.org>
Subject: Four Lakes - Gladwin County Property Transfers

Jayne,

Good morning. I wanted to give you heads up that in connection with the dam restoration, FLTF acquired and in the process of acquiring certain properties needed for the Projects. Four Lakes acquired, 2454 Lakeshore Drive (Secord Township) (referred to as the Bowland property), and is in the process of acquiring 455 Wolverine Drive (former Boyce-owned property near the Smallwood dam). As with the other dam-related properties that were acquired and are held in the name of Gladwin County, we would like to quit claim these properties from FLTF to Gladwin. Attached is draft of the QC deed for the Bowland property along with information in connection with the acquisition.

I believe what we will need to do, is to have the County Board of Commissioners by resolution, formally accept the properties. I have prepared a draft resolution and will forward (we will be completing the acquisition of the 455 Wolverine Property this week or next). We would like the BOC to approve the resolution this month so the transfer occurs by the end of the year.

If you would like to discuss, I am available via mobile phone (2348-431-0769) from 3:00 pm to 5:00 pm this afternoon. I am also available tomorrow.

Joseph W. Colaianne

Member

Clark Hill

212 E. Cesar Chavez Avenue, Lansing, MI 48906
+1 517.318.3029 (office) | +1 248.431.0769 (cell) | +1 517.318.3065 (fax)
JColaianne@ClarkHill.com | www.clarkhill.com

QUIT CLAIM DEED

FOUR LAKES TASK FORCE,

a Michigan non-profit organization,
233 E. Larkin
Midland, Michigan 48640 ("Grantor")

for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, conveys, transfers, and quit claims to

COUNTY OF GLADWIN

a Michigan general law county,
401 W. Cedar Avenue
Gladwin, Michigan 48624 ("Grantee")

all of its rights, title and interest in real property situated in Secord Township, County of Gladwin, State of Michigan, as legally described as:

Section 15, Town 19 North, Range 1 East, Secord Township, Gladwin County, Michigan: Commencing at South ¼ corner thence North 45 feet along North-South line to the Point of Beginning; thence continuing North 203.75 feet; thence North 71 degrees 25 minutes 20 seconds West 338.12 feet; thence South 13 degrees 15 minutes 30 seconds West 90.30 feet; thence South 28 degrees 30 minutes East 254.69 feet; thence East 220 feet to Point of Beginning. Includes all land lying between said parcel and Waters Edge.

Parcel Identification No.: **130-015-300-001-10**

Commonly known as: **2545 Lakeshore Drive, Gladwin, MI 48624**

This conveyance is subject to easements, restrictions, covenants and encumbrances of record.

Property to be used for public purpose pursuant to Michigan Public Act 451 of the Public Acts of 1994, Part 307 "Inland Lake Levels", MCL 324.30701 et seq. and for any other public purpose as provided by Michigan law.

The Grantor grants to the Grantee the right to make to make all divisions authorized under Section 108 of the Michigan Land Division Act, MCL 560.101 et seq.

This property is unplatted and may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471 et seq.

This conveyance is exempt from state and county transfer tax pursuant to MCL 207.526(a) and MCL 207.505(a).

Dated this ____ day of _____, 2021.

FOUR LAKES TASK FORCE,
a Michigan non-profit corporation

By: _____
David E. Kepler, II
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, **FOUR LAKES TASK FORCE**, a Michigan non-profit corporation, by David E. Kepler, II, President, who is personally known to me, on its behalf.

Name: _____
Notary Public, _____ County
Acting in _____ County, MI
My Commission Expires: _____

Drafted by:
Joseph W. Colaianne (P47404)
Clark Hill PLC
212 East Grand River Ave.
Lansing, MI 48906

When recorded return to:

CERTIFIED TRUE COPY

WARRANTY DEED

The Grantor, **Bruce E. Bowland and Nancy J. Bowland, husband and wife,**
pursuant to the Power to Convey reserved in Warranty
Deed recorded in Liber 1027, Page 784
whose address is **2545 Lakeshore Dr, Gladwin, MI 48624**

convey and warrant to **Four Lakes Task Force**
whose address is **233 East Larkin Street, Midland, MI 48640**

the following described premises situated in the **County of Gladwin, State of Michigan** to wit:

Section 15, Town 19 North, Range 1 East, Second Township, Gladwin County, Michigan;
Commencing at South 1/4 corner thence North 45 feet along North-South line to the Point of
Beginning; thence continuing North 203.75 feet; thence North 71 degrees 25 minutes 20
seconds West 338.12 feet; thence South 13 degrees 15 minutes 30 seconds West 90.30 feet;
thence South 28 degrees 30 minutes East 254.69 feet; thence East 220 feet to Point of
Beginning. Includes all land lying between said parcel and Waters Edge

Parcel Address: **130-015-300-001-10**

Commonly known as: **2545 Lakeshore Dr, Gladwin, MI 48624**

for the sum of **ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$175,000.00)**

The Grantor grants to the Grantee the right to make (all) divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to easements, reservations and restrictions of record.

Date: 04/12/2021



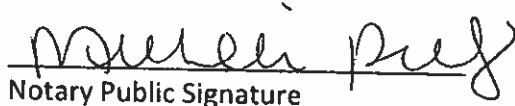
Bruce E. Bowland



Nancy J. Bowland

STATE OF MICHIGAN
COUNTY OF MIDLAND

Acknowledged by Bruce E. Bowland and Nancy J. Bowland, husband and wife before me on 04/12/2021.



Notary Public Signature

Notary name

My Commission Expires:

Michelle Renee Wentz
Notary Public - State of Michigan
County of Midland
My Commission Expires August 4, 2021
Acting in the County of Midland

Drafted by:

Bruce E. Bowland
2545 Lakeshore Dr, Gladwin, MI 48624

File No. 21-1555

When recorded, return to:

Four Lakes Task Force
233 East Larkin Street, Midland, MI 48640



MIDLAND TITLE AGENCY

AMENDMENT TO PURCHASE AGREEMENT

File No. 21-1555

Address: 2545 Lakeshore Dr, Gladwin, MI 48624
Purchaser : Four Lakes Task Force
Sellers: Bruce E. Bowland and Nancy J. Bowland
Purchase Agreement Dated: March 4, 2021
Date of Closing: April 12, 2021

This Purchase Agreement is amended as follows:

- The asbestos/environmental survey funds to be held in escrow, is hereby removed from the purchase agreement.
- Buyer to take title as Four Lakes Task Force

This Purchase Agreement is in full force and effect as to all other items.

SELLERS:



Bruce E. Bowland

Date: 4-12-21


Nancy J. Bowland

Date: 4-12-21

PURCHASER:

Four Lakes Task Force

By: Kayla Stryker, Controller

Date: 4-12-21

Diversified National Title Agency, LLC
6024 Eastman Ave
Ste D
Midland, MI 48640
(989) 391-3328

ALTA Buyer's Settlement Statement

File #:	21-1555	Property	2545 Lakeshore Dr	Settlement Date	04/12/2021
Prepared:	04/08/2021		Gladwin, MI 48624	Disbursement Date	04/12/2021
Escrow Officer:	Michelle Wentz	Buyer	Four Lakes Task Force		
			233 East Larkin Street		
			Midland, MI 48640		
		Seller	Bruce E. Bowland and Nancy		
			J. Bowland		
			2545 Lakeshore Dr		
			Gladwin, MI 48624		
		Lender	TBD		

Description	Buyer	
	Debit	Credit
Primary Charges & Credits		
Sales Price of Property	\$175,000.00	
Deposit		\$1,500.00
Prorations/Adjustments		
City/Town Taxes 01/01/2021 to 04/12/2021		\$98.94
Loan Charges		
Record Processing Fee to Diversified National Title Agency, LLC	\$20.00	
Government Recording and Transfer Charges		
Deed Recording Fee to Register of Deeds	\$30.00	
Deed Tax Certification to County Treasurer	\$5.00	
Title Charges		
Title - Settlement Fee to Diversified National Title Agency, LLC	\$100.00	
Subtotals	\$175,155.00	\$1,598.94
Due from Buyer		\$173,556.06
Totals	\$175,155.00	\$175,155.00

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.
We/I authorize Diversified National Title Agency, LLC to cause the funds to be disbursed in accordance with this statement.

Four Lakes Task Force

By: Kayla Stryker, Controller

Date

4-12-21

Settlement Agent

Date

4-12-21



DIVERSIFIED NATIONAL TITLE AGENCY

500 E Michigan Ave, Ste 203 • Lansing, MI 48912 • Tel: 517-332-1449 • Fax: 517-332-1456

DISCLOSURE AND ACKNOWLEDGEMENT

Date: April 12, 2021

File No.: 21-1555

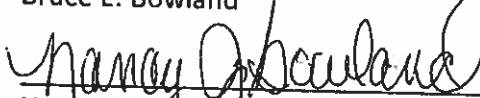
By signing this statement the undersigned acknowledges the following:

1. That all closing documents prepared by Diversified National Title Agency are prepared at the direction and request of all parties to the transaction, their real estate agent(s)/broker(s) or attorney(s).
2. That **Diversified National Title Agency is not acting as my agent, attorney, representative or fiduciary**, at this real estate closing.
3. That Diversified National Title Agency's employee who has attended this closing represents only Diversified National Title Agency.
4. That Diversified National Title Agency's employee who has identified certain documents to me as he/she has presented them to me for signing, but **has not given me legal advice as to the meaning or effect to the documents**. I understand that any of his/her statements about the documents are not legal advice to me. If I have an attorney, that attorney is my only attorney in this transaction.
5. That I have either read all of the closing documents or am responsible for my own failure to have read them. **I understand that Diversified National Title Agency is not responsible for explaining to me the effect of the documents I have signed.**
6. That the title policy, when issued, will contain all of the exceptions noted on the commitment, unless such exceptions are removed to the satisfaction of Diversified National Title Agency at closing.
7. **That I have read this statement and understand it.**

Seller(s):



Bruce E. Bowland



Nancy J. Bowland

Buyer(s):

Four Lakes Task Force



By: Kayla Stryker, Controller

Diversified National Title Agency

500 E Michigan Ave Ste 203

Lansing MI 48912

517-332-1449 Phone

Hold Harmless:

TAX/Special assessments/Water/Sewer/ HOA/ Utility Bill/Property charges

File No.: 21-1555

Date: April 12, 2021

Property: 2545 Lakeshore Dr Gladwin, MI 48624

We, the undersigned purchaser(s) and seller(s) of the above captioned property, agree to hold **DIVERSIFIED NATIONAL TITLE AGENCY** harmless in connection with any loss or lien created as a result of any property associated bills (including Homeowners associations, Condo Associations, Water/sewer/refuse, special assessments, code enforcement fees, nuisance fees, expired permits, rental permits, rental inspections, rental repairs, PRE denials, unpaid winter/summer tax bills or any penalties and interest from any government entity.)

It is further agreed that the Seller is responsible for all property associated bills up to the date of the FINAL READING and the buyer for all future bills.

Seller must call the municipality to transfer the utilities into the new buyer(s) name on or before the day the buyer(s) take occupancy. Buyer must call the municipality to transfer the utilities into the new buyer(s) name on or before the day the buyer(s) take occupancy.

As the new owner of the property, buyer(s) acknowledge that there is a chance (if any bills associated with the property do go unpaid) they may be added to future tax bills for the new buyer.

The title agency and/or it's associated Underwriter is NOT responsible to pay any additional bills that were not addressed (not available/found by the title agent) on the settlement statement as of the day of closing.

Buyers:

Four Lakes Task Force

By: Kayla Stryker, Controller

Sellers:

Bruce E. Bowland

Nancy J. Bowland

Date: April 12, 2021 File No: 21-1555

Property address: 2545 Lakeshore Dr

BORROWERS HOLD HARMLESS

(Mortgage – Post-Closing Matters)

The undersigned acknowledge that there are or may be certain real estate taxes, special assessments, water bills, other governmental charges ("Matters") that will not or have not been paid at the closing of the mortgage loan on the referenced property and, accordingly, they will remain charges on and/or liens against title to the property.

Now, therefore, in consideration of the Company closing the mortgage loan without paying or withholding funds for payment of such Matters and issuing its Loan Policy of title insurance without exception thereto, the undersigned hereby release and hold harmless **WFG National Title Insurance Company**, its employees, agents, successors or assigns from any and all liability, including interest, penalties and/or administration fees, pertaining to such Matters.

The undersigned Borrower hereby agrees to pay all such Matters, including any interest, penalties and/or administrative fees within a reasonable time after the closing, but no later than the business day before the date each may become delinquent.

Borrower(s):


Four Lakes Task Force

By: Kayla Stryker, Controller

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 2545 Lakeshore Dr		2. County Gladwin	3. Date of Transfer (or land contract signed) April 12, 2021
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village Secord		5. Purchase Price of Real Estate 175,000.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 130-015-300-001-10		6. Seller's (Transferor) Name Bruce E. Bowland and Nancy J. Bowland	
		8. Buyer's (Transferee) Name and Mailing Address Four Lakes Task Force 233 East Larkin Street, Midland, MI 48640	
		9. Buyer's (Transferee) Telephone Number	
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.			
10. Type of Transfer. <u>Transfers</u> include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____			
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. Amount of Down Payment			
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed) 0.00	
EXEMPTIONS			
Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.			
<input type="checkbox"/> Transfer from one spouse to the other spouse			
<input type="checkbox"/> Change in ownership solely to exclude or include a spouse			
<input type="checkbox"/> Transfer between certain family members *(see page 2)			
<input type="checkbox"/> Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)			
<input type="checkbox"/> Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)			
<input type="checkbox"/> Transfer to effect the foreclosure or forfeiture of real property			
<input type="checkbox"/> Transfer by redemption from a tax sale			
<input type="checkbox"/> Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust			
<input type="checkbox"/> Transfer resulting from a court order unless the order specifies a monetary payment			
<input type="checkbox"/> Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)			
<input type="checkbox"/> Transfer to establish or release a security interest (collateral)			
<input type="checkbox"/> Transfer of real estate through normal public trading of stock			
<input type="checkbox"/> Transfer between entities under common control or among members of an affiliated group			
<input type="checkbox"/> Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.			
<input type="checkbox"/> Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.			
<input type="checkbox"/> Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.			
<input type="checkbox"/> Transfer of land with qualified conservation easement (land only - not improvements)			
<input type="checkbox"/> Other, specify: _____			
CERTIFICATION			
I certify that the information above is true and complete to the best of my knowledge.			
Printed Name Four Lakes Task Force			
Signature 		Date April 12, 2021	
Name and title, if signer is other than the owner		Daytime Phone Number	
		E-mail Address	



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Buyer: Four Lakes Task Force
Seller: Bruce E. Bowland and Nancy J. Bowland
Property: 2545 Lakeshore Dr, Gladwin, MI 48624
Date: April 12, 2021

This is to give you notice that Diversified National Title Agency, LLC ("Diversified") has a business relationship with Midland Title Agency, LLC ("Midland"). Specifically, Diversified owns a 51% interest in Midland. Midland issues title insurance policies in connection with residential real estate transactions. Diversified conducts closing in connection with residential real estate transactions. Because of this relationship, this referral may provide Diversified with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider as a condition for closing on the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

SETTLEMENT SERVICE	RANGE OF CHARGES*
Loan Policy:	\$175-\$2,000
Owner's Policy:	\$250-\$3,300
Settlement Fee:	\$350-\$500
Wire Fee:	\$30.00 per wire

ACKNOWLEDGEMENT:

I/we have read this disclosure form and understand that Midland is referring me/us to purchase the above-described settlement service(s) and that Diversified may receive a financial or other benefit as the result of that referral.

Bruce E. Bowland
Seller(s) Signature

4-12-21

Date

Nancy J. Bowland
Seller(s) Signature

4-12-21

Date

[Signature]
Buyer(s) Signature

4-12-21

Date